

**SECOND AMENDMENT TO AGREEMENT FOR CUSTODIAL  
SERVICES AT VARIOUS CITY FACILITIES**

**MERCHANTS BUILDING MAINTENANCE, LLC.**

THIS SECOND AMENDMENT TO AGREEMENT FOR CUSTODIAL SERVICES AT VARIOUS CITY FACILITIES ("Second Amendment"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and MERCHANTS BUILDING MAINTENANCE, LLC., a California limited liability company ("Contractor"), with respect to the following facts:

**RECITALS**

WHEREAS, on October 30, 2014, the City and Contractor entered into an Agreement for Custodial Services at Various City Facilities ("Agreement");

WHEREAS, on July 28, 2016, the City and Consultant entered into a certain First Amendment to agreement to extend the term of the agreement for an additional two (2) year period and increase compensation for the extended term as mutually agreed upon in writing by the parties; and

WHEREAS, City and Consultant now desire to extend the Term of the Agreement for one (1) additional year.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Consultant agree as follows:

1. Section 2, of the Agreement is amended to extend the term of the Agreement for an additional one (1) year term, from July 1, 2018 through June 30, 2019.

2. Section 3 of the Agreement is amended as follows:

Compensation for the period of July 1, 2018 through June 30, 2019 shall be Five Hundred, Thirty Thousand, Nine Hundred Fifty-Two Dollars and Sixty-Three Cents (\$530,952.63), for a total contract price of Two Million, Three Hundred Twenty-Seven Thousand, One Hundred Eighty-Five Dollars and Thirty-One Cents (\$2,327,185.31). Compensation shall be paid in accordance with the compensation schedule attached hereto as Exhibit "A-2" and incorporated herein by this reference.

3. All terms and conditions of the Agreement and First Amendment not inconsistent with this Second Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, City and Contractor have caused this Second Amendment to Agreement for Annual Custodial Services at Various City Facilities, to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk

Certified as to Availability of Funds:

By: \_\_\_\_\_  
Chief Financial Officer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ruthann M. Salera  
Deputy City Attorney

MERCHANTS BUILDING MAINTENANCE  
LLC, a California limited liability corporation

By: \_\_\_\_\_

By: David Haas  
Printed Name

President  
Title

By: Krista M Haas

KRISTA M HAAS  
Printed Name

Director  
Title

**EXHIBIT "A-2"**

**COMPENSATION SCHEDULE**

MERCHANTS PAYMENT SCHEDULE 2018-19

2018-19

	Facility Name	ADDRESS	Square Feet	Cleaning Frequency per Week	12 Mths
1	CMO Dalton Studios	980 Dayton Road	1,800	2X	\$ 3,817.39
		1140000-450050			<b>\$ 3,817.39</b>
2	Corp Yard Breezeway Restrooms	8095 Lincoln Avenue	3,817	5X	\$ 4,494.27
3	Corp Yard CNG Facility	8095 Lincoln Avenue	3,817	3X	\$ 3,602.21
4	Corp Yard Emergency OPS Center (EOC)	8095 Lincoln Avenue	10,445	3X	\$ 8,019.97
5	Corp Yard Guard Shack Restrooms	8095 Lincoln Avenue	148	3X	\$ 2,371.44
6	Corp Yard Main	8095 Lincoln Avenue	16,000	3X	\$ 17,227.27
7	Corp Yard Parks	8095 Lincoln Avenue	16,000	3X	\$ 13,580.57
8	Corp Yard Transit	8095 Lincoln Avenue	3,817	3X	\$ 4,817.31
		2210000-421000			<b>\$ 54,113.04</b>
9	DEV Hulen Place (DEV)	2880 Hulen Place	3,000	5X	\$ 16,004.42
		2855304-421001			<b>\$ 16,004.42</b>
10	FIR Fire Station #1	3401 University Avenue	6,760	3X	\$ 7,168.91
		3510000-421000			<b>\$ 7,168.91</b>
11	PW WQCP Management Facility	5950 Acorn Street	3,600	5X	\$ 5,291.15
12	PW WQCP Water Quality Control Plant	5950 Acorn Street	33,662	5X	\$ 52,162.75
		4125400-424130			<b>\$ 57,453.90</b>
13	PW Central Parking	3751 Market Street	1,776	3X	\$ 3,602.21
14	PW SBCE/TRITECH	3752 Market Street	2,325	5X	\$ 4,009.98
15	PW Public Works	3750 Market Street	6,018	5X	\$ 9,049.92
		4150000-424130			<b>\$ 16,662.12</b>
16	LIB Arlanza Library	8267 Philbin Avenue	10,000	6X	\$ 13,661.70
17	LIB Arlington Library	9556 Magnolia Avenue	12,000	6X	\$ 15,116.35
18	LIB Casa Blanca Library	2985 Madison Street	9,000	6X	\$ 12,601.98
19	LIB Easide Library	4033-C Chicago Avenue	10,000	6X	\$ 13,175.49
20	LIB La Sierra Library	4600 La Sierra Avenue	9,947	7X	\$ 12,871.15
21	LIB Main Library	3581 Mission Inn Avenue	37,000	7X	\$ 45,437.61
22	LIB Marcy Library	6927 Magnolia Avenue	9,000	6X	\$ 11,662.06
23	LIB Orange Terrace Library	20010-A Orange Terrace Pkwy	13,026	6X	\$ 14,599.24
		5130000-421000			<b>\$ 139,125.59</b>
24	PAR Park & Recreation ADM Marcy 2nd	6927 Magnolia Avenue	9,000	5X	\$ 9,864.35
		5215000-421001			<b>\$ 9,864.35</b>
25	MUS Municipal Museum	3580 Mission Inn Avenue	9,000	1X	\$ 2,975.91
		530500-421000			<b>\$ 2,975.91</b>
26	CH City Hall	3900 Main Street	110,000	3X	\$ 83,403.54
		7222100-421000			<b>\$ 83,403.54</b>
27	RPU Casa Blanca CRC (PU)	3025 Madison Street	11,659	5X	\$ 13,286.70
28	RPU Gateway Bldg	3534 14th Street	11,237	5X	\$ 12,887.15
29	RPU Orange Square (PU)	3901 Orange Street	33,000	6X	\$ 41,815.39
30	RPU POE Building (PU)	3902 Mulberry Street	7,241	5X	\$ 7,129.23
31	RPU UOC Electric Substation	2911 Adams Street	1,000	5X	\$ 2,274.48
32	RPU UOC Main Building	2911 Adams Street	33,400	5X	\$ 35,106.45
33	RPU UOC Trailer (PU)	2911 Adams Street	1,000	5X	\$ 2,274.48
34	RPU UOC Men's Locker Room Building #B	2911 Adams Street	1,340	3X	\$ 4,562.25
35	RPU UOC Water Operations Maint Ofc Bldg #B	2911 Adams Street	865	3X	\$ 4,562.25
		6000019230-42100006			<b>\$ 123,898.38</b>
36	RPU RECR and Clearwater Cogen	5901 Payton Avenue	9,000	3X	\$ 16,465.09
		6120139330-42100006			<b>\$ 16,465.09</b>
TOTALS:					<b>\$ 530,952.63</b>

ADDIOTIONAL/SUBTRACTING ITEMS		2009	2018-2019	
1	Additional areas/facilities, per square foot	\$ 0.06	\$ 0.09	Minimum Charge trip \$165.00
2	Additional stripping, waxing and sealing floors, per aquare foot	\$ 0.25	\$ 0.35	Minimum Charge trip \$165.00
3	Additional window washing per hour	\$ 22.50	\$ 35.00	Minimum Charge trip \$165.00
4	Additional cleaning (including sweeping, mopping, dusting, kitchen and restroom), per square foot	\$ 0.05	\$ 0.08	Minimum Charge trip \$165.00
5	Additional carpet and uholstery cleaning, per squaee foot	Carpet: \$0.06 sq.ft. Chairs: \$3.50 ea Sofa \$4.50 ea.	Carpet: \$0.10 sq.ft. Chairs: \$4.50 ea Sofa \$5.50 ea	Minimum Charge trip \$165.00
6	Emergency services, per hour	\$ 28.00	\$ 35.00	Minimum 4 hours
7	Additional labor, per person per hour	\$ 16.50	\$ 18.00	Minimum 4 hours
8	Additional supervisor, per person per hour	\$ 18.50	\$ 20.00	Minimum 4 hours

# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

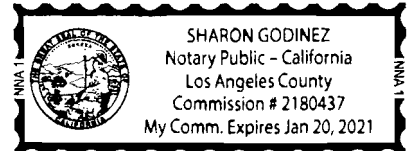
On May 23, 2018 before me, Sharon Godinez, Notary  
(here insert name and title of the officer)

personally appeared David Hays and Krista M. Hays

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Sharon Godinez

(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

☐ Individual(s)

☐ Attorney-in-Fact

☐ Corporate Officer(s)

Title(s) \_\_\_\_\_

☐ Guardian/Conservator

☐ Partner - Limited/General

☐ Trustee(s)

☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_

Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

☐ Additional Signer(s)

☐ Signer(s) Thumbprint(s)

☐ \_\_\_\_\_